

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE
CONTRACT 215 (MC2022-42)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2022-48

**USPS NOTICE OF AMENDMENT TO
PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE CONTRACT 215,
FILED UNDER SEAL
(January 30, 2023)**

The Postal Service hereby provides notice that the terms of Priority Mail & First-Class Package Service Contract 215, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail & First-Class Package Service Contract 215 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective three business days following the day that the Commission completes its review of this filing.

This amendment will not materially affect the cost coverage of Priority Mail & First-Class Package Service Contract 215. Therefore, the supporting financial documentation and financial certification initially filed in this docket remain applicable. The Postal Service hereby incorporates by reference the Application for Non-Public Treatment originally filed in this docket, for the protection of the customer-identifying information that has been filed under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

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January 30, 2023

ATTACHMENT A

REDACTED AMENDMENT TO

PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE CONTRACT 215

AMENDMENT #1
OF
SHIPPING SERVICES CONTRACT
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
[REDACTED]
REGARDING
PRIORITY MAIL SERVICE
AND
FIRST-CLASS PACKAGE SERVICE

WHEREAS, the United States Postal Service (the “Postal Service”) and [REDACTED] (“Customer”) entered into a Shipping Services Contract, Priority Mail & First-Class Package Service Contract 215/Docket No. CP2022-48, regarding Priority Mail and First-Class Package Service, on February 24, 2022.

WHEREAS, the Parties desire to amend the terms in Sections I.F.3, I.G and I.H of the Contract.

NOW, THEREFORE, the Parties agree that the Contract is hereby amended as detailed below. The existing Contract remains unchanged in all other respects. This Amendment shall become effective three (3) business days following the day on which the Commission issues all necessary regulatory approval.

[Replace Sections I.F.3, I.G and I.H, as follows.]

I. Terms

F. [Unchanged.]

1. [Unchanged.]

Table B [Unchanged.]

2. [Unchanged.]

3. Tier threshold (Total Packages). As outlined in Table C below, the following quarterly average volumes for Total Packages must be met in order to achieve the applicable Contract Package discounts in Tables 1 through 10 in Sections I.I and I.J, respectively. If Customer fails to meet the minimum quarterly average for its Total Package Commitment necessary for the applicable tiered discounts, as well as maintain the minimum ratio of Total PM Packages to Total Packages equal to or greater than [REDACTED], the Postal Service

in its sole discretion reserves the right to move Customer to a lower tier in the subsequent Contract Quarter, revert Customer to the most current Priority Mail Commercial Plus and First-Class Package Service – Commercial prices in the subsequent Contract Quarter, or terminate the Contract.

Table C [Unchanged.]

G. Price Calculation.

1. From the Effective Date of the Amendment until March 31, 2023, Customer will receive Tier 5 discounts for its Priority Mail and First-Class Package Service Contract Packages, pursuant to Tables 5 and 10, respectively.
2. Beginning April 1, 2023, subsequent tier discounts will be determined by the quarterly average for Total Packages shipped during the term of this Contract, pursuant to Section I.H.

H. Contract Package discounts for this Contract will be based on a rolling four (4) Quarter average beginning with the Contract Quarter, January 1st through March 31, 2023. Until the Customer has reached four (4) Contract Quarters, the quarterly average for Total Packages will be based on the volume of Total Packages shipped, divided by the number of Contract Quarters achieved. At the conclusion of the first four (4) Contract Quarters, the subsequent quarterly average will be calculated by the number of Total Packages shipped in the previous four (4) Contract Quarters, divided by four (4). At the conclusion of each Contract Quarter, the Postal Service will calculate the quantity of Total Packages, and the number of applicable quarters to calculate and apply the appropriate rate table within thirty (30) calendar days of the conclusion of that Contract Quarter.

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SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the later date below:

UNITED STATES POSTAL SERVICE

Signed by: Shavon Keys

Printed Name: Shavon Keys

Title: Vice President, Sales

Date: 1/30/2023

